

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

WILLIAM MEJIA, on behalf of
himself and those similarly
situated,

Plaintiffs,

v.

ALLIED AVIATION
SERVICES, INC., ABC CORPS.
1-10 (fictitious parties), and
JOHN/JANE DOES 1-10
(fictitious parties),

Defendant.

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Civil Action No. 2:24-cv-06684-
SRC-JBC

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DECLARATION OF TODD MOSKOWITZ

I, Todd Moskowitz, hereby declare under penalty of perjury that the following is true and correct:

1. I am an adult resident of New York. However, I worked for Defendant Allied Aviation Services, Inc. in New Jersey. I make this Declaration based on my own personal knowledge and experience.
2. I worked as a Fueling Supervisor/Dispatcher for Defendant Allied Aviation (“Allied” or “Allied Aviation”) from approximately February 2015 through April 2023 at its facilities in and around Newark Liberty International Airport (“Newark Airport”) in New Jersey.
3. As part of my work for Allied Aviation, I was required to be on site at a remote Allied Aviation office located inside Newark Airport and was required to work before and after my scheduled 8-hour shifts without overtime pay.

4. I was required to start my day at least 30 minutes before my scheduled shift at Allied's facility outside Newark Airport. During that time, I was required to attend meetings, receive the assignments for my team, and printout necessary paperwork for the shift. Then, I had to pick up Allied's vehicle and travel in it to Allied's designated area inside Newark Airport, which required going through the Airport's security checkpoint. All of this had to be completed before my scheduled shift in order to relieve the person from the shift before mine.
5. After my scheduled shift time, I had to wait for my replacement to arrive, and then traveled in the Allied vehicle back to Allied's main facility outside Newark Airport. I would typically arrive back at Allied's main facility at least 20-25 minutes after my scheduled shift time ended.
6. Allied required me to work without a meal break. Therefore, my scheduled shifts typically totaled 40 hours per work week, and the administrative/travel time before and after my scheduled shifts each day caused my work week to exceed 40 hours.
7. Additionally, during times of inclement weather and related flight delays, Allied required me to stay past my scheduled shift times in order to complete job tickets.
8. Also, if a Fueling Supervisor/Dispatcher scheduled to work the subsequent shift called out sick, Allied Aviation would require the Fueling Supervisor/Dispatcher from the prior shift to continue working for another 8 hours (17 hours total in one day) without a meal break.
9. I never received overtime pay at the rate of 1.5 times my regular hourly wages.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 24th day of February, 2025

Todd Moskowitz

Todd Moskowitz

Signature: 
TODD MOSKOWITZ (Feb 24, 2025 16:47 EST)

Email: 